Company Tracking Number: NPNCRTFPA2008

TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium

Variable and Variable

Product Name: PN Annuity 2008 GRP

Project Name/Number: /

# Filing at a Glance

Company: National Guardian Life

Product Name: PN Annuity 2008 GRP SERFF Tr Num: NGLI-125775826 State: ArkansasLH TOI: A02.1G Group Annuities - Deferred Non-SERFF Status: Closed State Tr Num: 39938

Variable and Variable

Sub-TOI: A02.1G.002 Flexible Premium Co Tr Num: NPNCRTFPA2008 State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Authors: Peggy Kratz, Kim Bolinder Disposition Date: 08/21/2008

Date Submitted: 08/14/2008

Disposition Status: Approved

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

#### **General Information**

Project Name: Status of Filing in Domicile: Not Filed

Project Number: Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments:

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large Overall Rate Impact: Group Market Type: Association

Filing Status Changed: 08/21/2008

State Status Changed: 08/21/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

This form is submitted in accordance with your requirements regarding Certificates issued to residents of your state under a Group Policy issued in Missouri.

The Group Policy is issued to an Association group located in Missouri. The Group Policy and corresponding Certificate were approved in Missouri on 6/20/08.

SERFF Tracking Number: NGLI-125775826 State: Arkansas
Filing Company: National Guardian Life State Tracking Number: 39938

Company Tracking Number: NPNCRTFPA2008

TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium

Variable and Variable

Product Name: PN Annuity 2008 GRP

Project Name/Number:

These group annuity forms were designed for use in our pre-need market. This is a flexible premium deferred annuity. Charges for early full surrender are imposed during the first 7 years. Three annuity options are available: lump sum cash surrender, life income, and life income with 10 years certain.

This annuity form will replace the previously approved form NPNCERTPFA2004 which was approved by your department on 3/15/2004. The only difference is we removed any reference to non-guaranteed interest rates. This form has a guaranteed rate of 3.0%. Licensed agents will be selling the policy in the pre-need life insurance market. A previously approved Enrollment Form will be used.

Your review and approval of these forms would be greatly appreciated. If you have any questions or comments, please contact me via the email address or phone number provided.

## **Company and Contact**

#### **Filing Contact Information**

Kim Bolinder, Policy Forms Specialist kabolinder@nglic.com 2 East Gilman Street (608) 443-5335 [Phone] Madison, WI 53701 (608) 443-5365[FAX]

**Filing Company Information** 

National Guardian Life CoCode: 66583 State of Domicile: Wisconsin

P.O. Box 1191 Group Code: Company Type: LAH Madison, WI 53701-1191 Group Name: State ID Number:

(800) 626-7931 ext. 5790[Phone] FEIN Number: 39-0493780

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# **Filing Fees**

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation: 1 Form @ \$50

Per Company: No

SERFF Tracking Number: NGLI-125775826 State: Arkansas

Filing Company: National Guardian Life State Tracking Number: 39938

Company Tracking Number: NPNCRTFPA2008

TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium

Variable and Variable

Product Name: PN Annuity 2008 GRP

Project Name/Number:

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

National Guardian Life \$50.00 08/14/2008 21942644

SERFF Tracking Number: NGLI-125775826 State: Arkansas 39938

Filing Company: National Guardian Life State Tracking Number:

Company Tracking Number: NPNCRTFPA2008

A02.1G Group Annuities - Deferred Non-TOI: Sub-TOI: A02.1G.002 Flexible Premium

Variable and Variable

Product Name: PN Annuity 2008 GRP

Project Name/Number:

# **Correspondence Summary**

#### **Dispositions**

**Status Created By Created On Date Submitted** Approved Linda Bird 08/21/2008 08/21/2008

Company Tracking Number: NPNCRTFPA2008

TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium

Variable and Variable

Product Name: PN Annuity 2008 GRP

Project Name/Number: /

# **Disposition**

Disposition Date: 08/21/2008

Implementation Date: Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: NPNCRTFPA2008

TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium

Variable and Variable

Product Name: PN Annuity 2008 GRP

Project Name/Number:

Item Type	Item Name	Item Status	<b>Public Access</b>
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Form	GROUP FLEXIBLE PREMIUM		Yes
	DEFERRED ANNUITY		

Company Tracking Number: NPNCRTFPA2008

TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium

Variable and Variable

Certificate ANNUITY

Product Name: PN Annuity 2008 GRP

Project Name/Number: /

#### Form Schedule

Lead Form Number: NPNCRTFPA2008

**Review Form** Form Type Form Name **Action Action Specific** Readability Attachment **Status Data** Number NPNCRTF Policy/Cont GROUP FLEXIBLE Initial **NPNCRTFPA** 53 PA2008 ract/Fratern PREMIUM 2008.pdf **DEFERRED** 

Created by SERFF on 08/21/2008 10:34 AM

President



### GROUP FLEXIBLE PREMIUM DEFERRED ANNUITY CERTIFICATE

CERTIFICATE	We agree, subject to the terms of this Certificate to:  • start making payments on the Maturity Date according to the payment option selected; or  • if the Annuitant dies before payments start, pay the Accumulated Value to the Beneficiary.  If this Certificate is issued in connection with a prearranged funeral plan, cancellation of the plan does not automatically cancel this Certificate.
30-DAY RIGHT TO CANCEL	You may cancel this Certificate by delivering, mailing or wiring a written notice to National Guardian Life Insurance Company, PO Box 1191, Madison, WI 53701-1191 and by returning the Policy before midnight of the thirtieth (30th) day after the date You receive the Certificate. Notice given by mail and return of the Certificate by mail are effective on being postmarked, properly addressed and postage prepaid. We will return all payments made for this Certificate within ten (10) days after We receive notice of cancellation and the returned Certificate.
	THIS IS A LEGAL CONTRACT BETWEEN YOU AND US READ YOUR CONTRACT CAREFULLY.

Executed at Madison, Wisconsin on the Issue Date.

Optional Life Income Participating

GUIDE TO YOUR POLICY			
Schedule	2	Owner and Beneficiary	4,5
Definitions	3	General Provisions	5
Premiums	3	Termination and Continuation	5,6
Certificate Values	3,4	Payment of Proceeds	6
Table of Guaranteed Values	4	Life Income Option Table	6

#### **SCHEDULE**

#### GROUP FLEXIBLE PREMIUM DEFERRED ANNUITY CERTIFICATE

GUARANTEED INTEREST RATE: 3.00%

#### SURRENDER CHARGES:

CERTIFICATE	SURRENDER	CERTIFICATE	SURRENDER
YEAR	CHARGE	YEAR	CHARGE
1	7%	5	3%
2	6%	6	2%
3	5%	7	1%
4	4%	8	0%

DIRECT BENEFICIARY AS STATED IN THE APPLICATION FORM OR LAST RECORDED ENDORSEMENT

OWNER: [JOHN C DOE]

FIRST PREMIUM: [\$1,000]

CERTIFICATE NUMBER: [APA0001234] ANNUITANT: [JOHN C DOE]

ISSUE DATE: [DECEMBER 1, 2003] AGE AND SEX: [35, MALE]

MATURITY DATE: [DECEMBER 1, 2083]

	DEFINITIONS	
<b>Accumulated Value</b>	The premium(s) received plus interest.	
Age	The age of the Annuitant as of the Annuitant's last birthday. If the Annuitant's birthday is on the Certificate Anniversary, the Age will be the Age on that birthday.	
Annuitant	The person named as Annuitant on the Schedule on whose life maturity is based.	
Beneficiary	Is the person(s) or entity named on Our records to receive benefits at the Annuitant's death, subject to any assignment made by the Owner. The Beneficiary may be changed as explained in the Certificate.	
Cash Surrender Value	The Accumulated Value less any Surrender Charge.	
Certificate	This Group Certificate which evidences the Annuitant's coverage under the Group Policy.	
Company	Refers to National Guardian Life Insurance Company.	
<b>Group Policy</b>	The controlling document under which this Certificate is issued. The Group Policy number is shown on the Schedule.	
Home Office	Our Home Office at the following address:  National Guardian Life Insurance Company Two East Gilman Street PO Box 1191 Madison WI 53701-1191	
Issue Date	The date coverage is effective for this Certificate as shown on the Schedule.	
Maturity Date	The date shown on the Schedule. It is the date on which annuity payments begin. You may change it at any time by Notice To Us.	
Member	A Member of the Policyholder.	
<b>Notice To Us</b>	Your written request or notice received at Our Home Office in a form that meets Our needs.	
<b>Policy Anniversary</b>	The same date each succeeding year as the Issue Date of this Certificate.	
Policyholder	The Group Policyholder named on the Group Policy Data page or its assignee or successor.	
Proof	Evidence satisfactory to Us for insurability or for other matters which require proof.	
Schedule	Any current Certificate Schedule, amended Certificate Schedule or endorsement sent to You by Us.	
We, Our, and Us	Is National Guardian Life Insurance Company.	
You and Your	The Owner of this Certificate.	

	PREMIUMS
Where Payable	Premiums are payable at Our Home Office or to an authorized agent. A receipt signed by Our Secretary
ř	will be furnished on request.
First Premium	The first premium is due on the Issue Date and must be paid before the Certificate will be issued. The first
	premium must be at least \$100.
Subsequent	All premiums after the first must be at least \$50 and may be paid at any time. Premium notices will be
Premiums	sent to You if You request. These premiums can be increased, decreased, stopped or restarted. Premium
	notices can be sent each 3, 6, or 12 months. We will also arrange for monthly payments under an
	authorized special payment plan.
<b>Date Credited</b>	Premiums will be credited on the date they are received by Us, if sent with enough information to identify
	them with this contract. Lacking such information, they will be credited on the date premiums are
	attributed to this contract.

CERTIFICATE VALUES					
Accumulation of	The premiums will be accumulated at interest from the day credited until applied under a payment provision on the Maturity Date, or until surrendered.				
Premiums	Premiums Interest will be credited at the guaranteed rate of 3.00%, compounded annually.				
<b>Maturity Date</b>	This Certificate ends on the Maturity Date and proceeds will be paid to the Annuitant either in cash or under one of the options shown on page 6.				
	If an option is chosen at maturity which involves life contingencies, the amount applied to that option will not be reduced by any surrender charge.				

#### **CERTIFICATE VALUES (Continued)**

# Cash Surrender Value

The entire Accumulated Value may be surrendered for cash at any time. Partial surrenders are not allowed.

A surrender charge will be deducted from the Accumulated Value if surrendered for cash during the first seven (7) years after the Issue Date. The charge to be deducted will be the following percentage of the Accumulated Value:

Certificate	Surrender	Certificate	Surrender
Year	Charge	Year	Charge
1	7%	5	3%
2	6%	6	2%
3	5%	7	1%
4	4%	8	0%

No surrender charge will be deducted if the Accumulated Value is surrendered eight (8) or more years after the Issue Date.

#### TABLE OF GUARANTEED VALUES

The table below shows the amounts to which a premium of \$1,000 will accumulate, at the guaranteed rate of 3% compounded annually.

Full Years from Deposit Date	Accumulated Value	Cash Surrender Value	Full Years from Deposit Date	Accumulated Value	Cash Surrender Value
1	\$1,030.00	\$957.90	16	\$1,604.71	\$1,604.71
2	1,060.90	997.25	17	1,652.85	1,652.85
3	1,092.73	1,038.10	18	1,702.43	1,702.43
4	1,125.51	1,080.49	19	1,753.51	1,753.51
5	1,159.27	1,124.50	20	1,806.11	1,806.11
6	1,194.05	1,170.17	21	1,860.29	1,860.29
7	1,229.87	1,217.57	22	1,916.10	1,916.10
8	1,266.77	1,266.77	23	1,973.59	1,973.59
9	1,304.77	1,304.77	24	2,032.79	2,032.79
10	1,343.92	1,343.92	25	2,093.78	2,093.78
11	1,384.23	1,384.23	26	2,156.59	2,156.59
12	1,425.76	1,425.76	27	2,221.29	2,221.29
13	1,468.53	1,468.53	28	2,287.93	2,287.93
14	1,512.59	1,512.59	29	2,356.57	2,356.57
15	1,557.97	1,557.97	30	2,427.26	2,427.26

#### OWNER AND BENEFICIARY This Certificate belongs to You, the Owner shown in Our records. You have all rights in this Certificate **Ownership Rights** while the Annuitant is living. While the Annuitant is living, and subject to the terms in this Certificate, You have the right to: Change the premiums; Pay extra premiums; Surrender this Certificate for its Cash Surrender Value; Choose how proceeds will be paid; Change the Beneficiary, except if irrevocable; Sell or give away any of Your rights. Unless otherwise specified, the Owner of this Certificate is also the Annuitant. You may designate or change one or more direct Beneficiaries or contingent Beneficiaries while the Annuitant is **Beneficiary** living. When the Annuitant dies, We will pay the proceeds to the direct Beneficiary. If no direct Beneficiary is then living, We will pay the proceeds to the contingent Beneficiary. If no Beneficiaries survive the Annuitant, You will receive the proceeds, unless You are the Annuitant, in which case We will pay the proceeds to Your estate. If two (2) or more persons are named as co-Beneficiaries, proceeds will be payable in equal shares to those Beneficiaries who survive the Annuitant. You may direct a different method by Notice To Us while the Annuitant is living.

	OWNER AND BENEFICIARY (Continued)
Change of Owner	You may change an Owner or Beneficiary by Notice To Us (unless You have previously given up this
or Beneficiary	right by Notice To Us). A change of Owner will not, of itself, change the Beneficiary.
	Such change will take effect on the date signed, or the date specified in the Notice To Us.
	It will not apply to any payments made by Us before You gave Us notice.
<b>Death of Owner</b>	If You are not the Annuitant and You die while this Certificate is in force, the Accumulated Value must
	be distributed to the successor Owner either within five (5) years or annuitized for a period not longer than
	the successor Owner's life expectancy and starting within one (1) year of Your death. The foregoing does
	not apply if Your spouse is named successor Owner, in which case this contract may be continued with
	Your spouse as Owner.
Assignment	You may assign Your ownership rights to someone else. This assignment is not binding on Us until We
9	receive a signed copy of it at Our Home Office. We are not responsible for the validity of any assignment.
	Your rights and the interest of any Beneficiary (except an irrevocable beneficiary designated prior to the
	assignment) or any other person will be subject to the assignment.

GENERAL PROVISIONS		
Eligibility	Only a Member and the Member's spouse are eligible for coverage under the Group Policy.	
The Contract	We have issued this Certificate in return for the Enrollment Form and the payment of the first premium. This Certificate is a legal contract between You and Us. The entire contract consists of the Group Policy and the application attached thereto, this Certificate and the Enrollment Form attached hereto, any supplemental applications or amendments, and any attached riders and endorsements to the Group Policy or the Certificate. Any change or waiver of its terms must be in writing and signed by Our President or Secretary to be effective. No agent can alter or waive any provision of this contract.	
Payments by Us	All payments to be made by Us will be made from Our Home Office.	
and Right to Defer	We have the right to wait up to 6 months after Notice To Us before We pay surrender proceeds.	
Payment	If We wait more than 30 days however, interest at the rate of 3% per year, but not less than state minimum, will be added for the time We waited.	
Representations and Right to Contest	We rely on all statements made by or for the Annuitant in the Enrollment Form. Legally, these statements are representations and not warranties, except in the case of fraud. Only statements in the application will be used to defend a claim. Our right to contest the Certificate benefits will end two years after the Issue Date, if the Annuitant is then living.	
Error in Age and Sex	If the Age or sex of the Annuitant is stated wrong, any proceeds based on Age or sex will be adjusted. We will adjust such proceeds to what We would have paid for the correct Age and sex.	
	If We pay too much based on such misstatement, the overpayment plus interest at 6% per year may be taken from later payments by Us. If We pay too little based on such misstatement, the underpayment plus interest at 6% per year will be paid in a lump sum.	
Termination	This Certificate will end on the earliest of the following events:  • The date the Annuitant dies;  • The date the Certificate is surrendered for cash;  • The date the Maturity Date is reached.	
Dividends	As long as this Certificate is in force, You will receive the dividends We declare, if any, in cash annually. Due to the nature of this contract, it is not likely that a dividend will ever be paid.	

	TERMINATION AND CONTINUATION	
Termination of	Coverage under this Certificate will end on the earliest of the following events:	
Contract	the date the Certificate Accumulated Value is surrendered for cash;	
	the date the Maturity Date is reached.	
<b>Continuation of</b>	Notwithstanding termination of the Group Policy or termination of acceptance of new Annuitants, the	
Contract	rights and benefits of all Certificate Owners shall continue. Should the Group Policy terminate, this	
	Certificate, if then in force, shall be deemed converted to an individual contract and coverage will	
	continue in force according to the terms of the Certificate.	

TERMINATION AND CONTINUATION (Continued)						
Termination of	At any time upon at least (90) days prior written notice to the other, the Policyholder or the Company may					
New Coverage	terminate the acceptance of new Annuitants under the Group Policy.					
Termination of	The Group Policy will terminate upon the earliest of:					
<b>Group Policy</b>	The date specified by Us; or					
	The date the Policyholder is no longer in existence.					

	PAYMENT OF PROCEEDS
You may choose to h paid in one cash payn	ave proceeds applied under one of the options which follow. If no option has been chosen, the proceeds will be nent.
Payee	The Payee is defined as the person to receive payment.
Conditions	Payment of total proceeds in one sum may be elected without restriction.  Periodic payments are subject to these conditions:  • The effective date will be the date the Certificate value is applied;  • There must be at least \$2,000 available;  • Each payment must be at least \$50; and;  • Periodic payments cannot be assigned or borrowed against.  Proof of the Payee's age may be required before payment is made. If payment under an option depends on a person's survival, We may ask for satisfactory Proof that the person is living when payment is due.
Options	The proceeds may be paid over the lifetime of the Payee or over the lifetime of the Payee with a period of ten (10) years certain. If the Payee dies during the ten (10) year period, payments will continue to the Beneficiary to the end of the ten (10) year period.  You may choose to receive the proceeds in another optional form which is agreeable to Us.

	LIFE INCOME AND LIFE INCOME WITH 10 YEARS CERTAIN								
	MINIMUM — GUARANTEED								
Guaranteed Basis: Annuity 2000 Mortality Table-2.5% Amount of Monthly Payment for Each \$1,000 Retained by Us									
									Age of Payee Last Birthday
At Date of	•		10 Years		At Date of	No Period		10 Years	
First Payment	ent Certain		Certain		First Payment	Certain		Certain	
	Male	Female	Male	Female		Male	Female	Male	Female
50	\$3.79	\$3.54	\$3.76	\$3.53	65	\$5.40	\$4.90	\$5.21	\$4.80
51	3.86	3.60	3.83	3.59	66	5.57	5.04	5.35	4.93
52	3.93	3.66	3.90	3.65	67	5.76	5.20	5.50	5.07
53	4.01	3.73	3.97	3.71	68	5.95	5.36	5.65	5.21
54	4.09	3.80	4.05	3.78	69	6.16	5.54	5.80	5.36
55	4.18	3.87	4.13	3.85	70	6.38	5.73	5.96	5.51
56	4.27	3.95	4.22	3.92	71	6.62	5.94	6.13	5.68
57	4.37	4.03	4.31	4.00	72	6.87	6.16	6.30	5.85
58	4.47	4.12	4.40	4.08	73	7.14	6.40	6.47	6.03
59	4.58	4.21	4.50	4.17	74	7.42	6.66	6.65	6.22
60	4.69	4.31	4.61	4.26					
61	4.82	4.41	4.72	4.36					
62	4.95	4.52	4.83	4.46					
63	5.09	4.64	4.95	4.57					
64	5.24	4.77	5.08	4.68					

Please refer to any attached applications or riders for additional Contract language.

This marks the end of the base Contract language.

Company Tracking Number: NPNCRTFPA2008

TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium

Variable and Variable

Product Name: PN Annuity 2008 GRP

Project Name/Number: /

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: NGLI-125775826 State: Arkansas
Filing Company: National Guardian Life State Tracking Number: 39938

Company Tracking Number: NPNCRTFPA2008

TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium

Variable and Variable

Product Name: PN Annuity 2008 GRP

Project Name/Number:

# **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Certification/Notice 08/14/2008

Comments:
Attachment:
AR COC.pdf

**Review Status:** 

Satisfied -Name: Application 08/14/2008

**Comments:** 

The annuity will be offered using previously approved applications. The list is attached.

Attachment:

AR List of Previously Approved Apps.doc

## **CERTIFICATION OF COMPLIANCE**

- I, Mark C. Neidinger, an officer of *National Guardian Life Insurance Company* hereby certify that I have authority to bind and obligate the company by filing this (these) form(s). I further certify that, to the best of my information, knowledge and belief:
- 1. The accompanying form(s) as identified by the attached listing complies with all applicable provisions of the *ARKANSAS* statutes and with all applicable administrative rules of the Commissioner of Insurance;
- 2. These form(s) do not contain any inconsistent, ambiguous, or misleading clauses;
- 3. These form(s) do not contain specifications or conditions that unreasonably or deceptively limit the risk purported to be assumed in the general coverage of the policy form(s);
- 4. The only variations from a form currently on file with the Commissioner of Insurance and the only unconventional policy provisions are clearly marked or otherwise indicated on the attached form(s) or in an attachment; and
- 5. The attached form(s) are in final printed format or typed facsimile and will be offered for issuance or delivery in *ARKANSAS* after approval by the Commissioner of Insurance, except for hypothetical data and other appropriate variable material.

#### CERTIFICATION OF READABILITY

I, Mark C. Neidinger, an officer of the *National Guardian Life Insurance Company*, certify that the Flesch scores for the submitted forms are listed below:

<u>Forms</u>	Flesch Scores		
NPNCRTFPA2008	52.55		
0/1////////////////////////////////////	August 14, 2008		
Signature  Mark C. Neidinger	Date		

Associate General Counsel and Company Officer

Individual responsible for this filing:

Name: Kim Bolinder

Title: Policy Forms Specialist

Phone #: (608) 443-5335

Email: kbolinder@nglic.com

Company Tracking Number: NPNCRTFPA2008

TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium

Variable and Variable

Product Name: PN Annuity 2008 GRP

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Attachment "AR List of Previously Approved Apps.doc" is not a PDF document and cannot be reproduced here.